

MODIFICATION NO. 1
TO
LEASE AGREEMENT NO. ~~C90-132845~~ ⁸⁹⁻¹⁸²¹⁰⁹ *mscl*
BETWEEN
EG&G IDAHO, INC.
AND
KINGSTON/BAUCHMAN
FOR
LABORATORY SPACE

THIS MODIFICATION AGREEMENT NO. 1, effective June 3, 1991, is to accomplish the following:

1. Provide for a tax payment.

The parties hereto mutually agree to the following changes:

- I. ARTICLE 5 RENTAL PAYMENTS - hereby include the following:

If the taxes levied or assessed against the above-described property in and for the year 1990, or any year thereafter, exceed or underrun in amount the taxes levied and assessed against said property in the year 1989, and such change is not due to additional improvements constructed thereon during the year 1990, or thereafter, the Lessee shall pay as additional rent or receive as credit for the year 1990, and any year thereafter, 100% of the total change in the amount of said taxes for 1990, or any following year, over and above the amount of taxes levied and assessed in the year 1989. Upon receipt of the tax statement, Lessor will pay the taxes due and will be reimbursed by lessee for any increase in taxes within thirty (30) days of receipt of a tax statement.

The Subcontractor agrees to release and discharge the Contractor and DOE from all claims or demands for price increases, time extensions or other claims for benefits of whatever kind or character arising on or before the date of this modification that the Subcontractor had or may have by virtue of changes and/or suspensions of work, constructive or otherwise, and from any and all other claims arising under or in connection with this subcontract on or before the date of this modification.

Except only as changed by this Modification No. 1, all of the terms and conditions of Lease Agreement No. ~~C90-132845~~ shall remain in full force and effect. ⁸⁹⁻¹⁸²¹⁰⁹ *mscl*

KINGSTON/BAUCHMAN

By *Dave Kingston*

Title *Partner*

By *James Bauchman*

Title *Partner*

EG&G IDAHO, INC.

By *M. C. Stone*

Title Subcontract Administrator